

**AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 1652, AFSCME - MEDICAL EXAMINER
AND KING COUNTY**

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AGREEMENT BETWEEN
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LOCAL 1652, AFSCME - MEDICAL EXAMINER
AND KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (the “County”) and Local 1652, Washington State Council of County and City Employees, AFSCME (the “Union”).

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Union as representing their members whose job
3 classifications are listed in the attached Addendum “A”.

4 **Section 2.** It shall be a condition of employment that all employees covered by this
5 Agreement who are members of the Union in good standing on the effective date of this Agreement
6 shall remain members in good standing and those who are not members in good standing on the
7 effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this
8 Agreement, become and remain members in good standing in the Union or pay an agency fee to the
9 union to the extent required by law. It shall also be a condition of employment that all employees
10 covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date
11 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain
12 members in good standing in the Union or pay agency fee to the union to the extent required by law;
13 provided, however, that nothing contained in this section shall require an employee to join the Union
14 who can substantiate, that, through bona fide religious tenets or teachings, prohibits the payment of
15 dues or initiation fees to union organizations, in which case the employee shall pay an amount of
16 money equivalent to the regular union dues and initiation fee to a nonreligious charity or to another
17 charitable organization mutually agreed upon by the employee affected and the bargaining
18 representative to which the employee would otherwise pay the dues and initiation fee. The employee
19 shall furnish written proof that such payments have been made.

20 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
21 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
22 of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the
23 Union.

24 The Union will indemnify, defend and hold the County harmless against any claims made and
25 against any suit instituted against the County on account of any check-off of dues for the Union. The
26 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
27 provision upon presentation of proper evidence thereof.

28 **Section 4. Failure to Fulfill Obligations.** Failure by an employee to abide by the afore-

1 referenced provisions shall constitute cause for discharge of such employee; provided, however, it
2 shall be the responsibility of the Union to notify the King County Human Resources Division
3 Manager of the Department of Executive Services (DES), with a copy to the Department, in writing
4 when it is seeking discharge of an employee for noncompliance with Section 2 of this Article. When
5 an employee fails to fulfill the union security obligations set forth within this Article, the Union shall
6 forward a "Request for Discharge Letter" to the Public Health Human Resources Manager (with
7 copies to the affected employee and the DES). Accompanying the discharge letter shall be a copy of
8 the letter to the employee from the Union explaining the employee's obligation under this Article.

9 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
10 the employee for failure to abide by Section 2 of this Article, but provide the employee and the
11 County with thirty (30) calendar days' written notification of the Union's intent to initiate discharge
12 action, during which time the employee may make restitution in the amount which is overdue. Upon
13 receipt of the Union's request, the Public Health Human Resources Manager shall give notice in
14 writing to the employee, with a copy to the Union and the DES, Human Resources Division, Labor
15 Relations Section that the employee faces discharge upon the request of the Union at the end of the
16 thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and that the
17 employee has an opportunity before the end of said thirty (30)-calendar day period to present to the
18 Public Health Human Resources Manager any information relevant to why the Public Health
19 Department should not act upon the Union's written request for the employee's discharge.

20 In the event the employee has not yet fulfilled the obligation set forth within Section 4 of this
21 Article within the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the
22 Union shall thereafter reaffirm in writing to the Public Health Human Resources Manager with
23 copies to the affected employee and the DES, its original written request for discharge of such
24 employee. Unless sufficient legal explanation or reason is presented by the employee why discharge
25 is not appropriate or unless the Union rescinds its request for the discharge the County shall, as soon
26 as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the
27 union security obligation within the thirty (30)-calendar day period, the Union shall so notify the
28 Public Health Human Resources Manager in writing, with a copy to the DES and the affected

1 employee. If the Union has reaffirmed its request for discharge, the Public Health Human Resources
2 Manager shall notify the Union in writing, with a copy to the Human Resources Division Manager of
3 DES and the affected employee, that the Department effectuated, or that the Department has not
4 discharged the employee, setting forth the reasons why it has not done so.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 **Section 1.** The management of the County and the direction of the work force are vested
3 exclusively in the County subject to terms of this Agreement. All matters not specifically and
4 expressly covered or treated by the language of this Agreement may be administered for its duration
5 by the County in accordance with such policy or procedures as the County from time to time may
6 determine. The parties hereby recognize the County's and the Department's right to hire, appoint,
7 promote, contract out non-bargaining unit work, discharge for just cause, improve efficiency, and
8 determine work schedules and the location of Department facilities.

9 Further, the parties hereby recognize the County's and the Department's right to determine
10 the methods, processes, and means of providing services, the right to increase or diminish operations,
11 in whole or in part, the right to increase, diminish or change equipment, including the introduction of
12 any and all new, improved, or automated methods or equipment, and the assignment of employees to
13 specific jobs within the bargaining unit. The Union also recognizes the County's and the
14 Department's right to establish and/or revise the Department's performance evaluation system. Such
15 system may be used to determine acceptable performance levels, prepare work schedules, and to
16 measure the performance of each employee or group of employees.

17 **Section 2. Just Cause Standard.** Employees (excluding temporaries and probationary
18 employees) will be disciplined only for just cause. The County will utilize a system of Progressive
19 Discipline as contained in the Personnel Guidelines.

20 **Section 3. Safety.** No employee shall be directed to work in a manner that does not comply
21 with state or federal law.

ARTICLE 4: HOLIDAYS

Section 1. All holiday eligible employees shall be granted the following holidays with pay in accordance with King County Code 3.12.230 as amended, which currently lists the following:

New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

And any day designated by the King County Executive as a legal holiday. In addition, all holiday eligible employees shall be granted two personal holidays to be administered through the vacation plan. The first holiday shall be granted to all eligible employees employed by King County on the first of October and the second holiday shall be granted to all eligible employees employed on the first of November. Employees may use personal holidays when accrued. Personal holidays accrue at 8 hours per holiday, prorated for part-time employees.

When a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. When a County holiday is on an employee's regular day off, the full-time employee shall receive eight hours of pay at the regular, straight-time rate; part-time employees will have their holiday pay prorated.

Section 2. Holiday Premium. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

1 A. Employees whose work shift starts on a holiday, but which ends on a non-holiday
2 receive holiday premium pay only for the hours actually worked on the County designated holiday,
3 plus their normal holiday pay. For example, if an employee's schedule is Tuesday through Saturday,
4 they will receive 40 hours of regular pay plus eight (8) hours of holiday pay, for a total of forty-eight
5 (48) hours.

6 B. Employees whose work shift does not start on a holiday, but which ends on a
7 holiday shall receive holiday premium pay only for the hours actually worked on the County
8 designated holiday.

9 **Section 3.** Employees attending a training seminar/assignment during a holiday shall be
10 compensated at the straight time rate unless a higher rate is required by the Fair Labor Standards Act.

ARTICLE 5: VACATIONS

Section 1. All leave eligible employees shall be granted the following vacation benefits in accordance with King County Code 3.12.190, as amended, which currently lists the following:

Full Years of Service Annual Leave in Days		
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

NOTE: Employees shall expend accrued hours of vacation on an hour-for-hour basis. That is, an employee working a 10-hour day shall use 10 hours for each day of vacation.

Section 2. Newly hired employees. After 6 months of continuous service an employee may use accrued vacation leave.

Section 3. Vacation benefits for leave eligible employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example:
If a regular, part-time employee normally works twenty hours per week in a department that normally works eight hours per day, then the part-time employee would be granted one half of the vacation benefit allowed a full-time staff member with an equivalent number of years service.

Section 4. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 5. Vacation may be used in one-half hour increments at the discretion of the Chief Medical Examiner or his/her appointed designee.

Section 6. Career service employees, provisional, probationary and term-limited temporary employees, shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of county service, and if they leave county employment prior to successfully completing their first six months of county service, shall forfeit and not be paid for accrued vacation leave.

Upon termination for any reason, a non-probationary employee will be paid for unused vacation credits up to the maximum allowable accumulated vacation.

Section 7. An employee shall not be granted vacation benefits if not previously accrued by the employee.

Section 8. In cases of separation by death, (except for probationary employees) payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by R.C.W., Title 11.

Section 9. Vacation Request. Employee's who request vacation prior to April 1st (for vacations starting after April 1st) of each year shall be granted preference in accordance with seniority within job classification and shift. In the event of vacations to be taken prior to April 1st, exercising of seniority privileges must be done at least thirty (30) days prior to the start of vacation and before another employee's vacation has been approved.

Section 10. Accrual. Employees may accrue up to sixty (60) days (i.e., 480 hours of vacation.

Employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost.

Employees shall forfeit the excess accrual prior to December 31st of each year. In order to be eligible for carryover of vacation leave beyond the maximum accrual, an employee must have made a request to use vacation leave during the calendar year (beginning in 2002), and the appointing

1 authority must have disapproved such request. In order to be eligible for carryover of excess
2 vacation leave, a written plan must be developed and approved by the employee and appointing
3 authority. This plan must outline how the excess vacation will be used in the next year. The Human
4 Resources Division of the Department of Executive Services as well as the appointing authority must
5 approve all requests for carryover of vacation. Employees may accrue up to 480 hours of vacation.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Definitions.**

3 A. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a
4 child of a person standing in loco parentis who is: (1) Under eighteen years of age; or (2) eighteen
5 years of age or older and incapable of self-care because of a mental or physical disability.

6 B. Grandparent means a parent of a parent of an employee.

7 C. Parent means a biological parent of an employee or an individual who stood in
8 loco parentis to an employee when the employee was a child.

9 D. "Parent-in-law" means a parent of the spouse or domestic partner of an employee.

10 E. "Spouse" or "Domestic partner" means the partner of an employee, whether same
11 or different gender.

12 **Section 2. Accrual Rate.** Every leave eligible employee shall accrue sick leave benefits at
13 the rate of 0.04616 hours for each hour in regular pay status exclusive of overtime up to a maximum
14 of 8 hours per month, except that sick leave shall not begin to accrue until the first of the month
15 following the month in which the employee commenced service.

16 **Section 3. Family Medical Leave.** Employees are eligible for Family medical leave as
17 provided in King County Code Section 3.12.220, or otherwise provided by law.

18 **Section 4.** Every leave employee shall receive sick leave benefits proportionate to the
19 employee's regular workweek. For example: If a part-time employee normally works twenty hours
20 per week and the department's normal work week is forty hours, the employee will receive one half
21 of sick leave benefits for the month.

22 **Section 5.** After six months of service a leave eligible employee may, at her/his Chief
23 Medical Examiner's discretion, be permitted to use her/his accrued vacation hours as an essential
24 extension of sick leave.

25 **Section 6.** An employee is not entitled to sick leave if not previously earned.

26 **Section 7.** Sick leave may be used in one-half hour increments.

27 **Section 8.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

28 **Section 9.** Accrued sick leave may be used as provided by law, for the following reasons:

1 1. The employee's bona fide illness, provided that an employee who suffers an
2 occupational illness may not simultaneously collect sick leave and worker's compensation payments
3 in a total amount greater than the net regular pay of the employee;

4 2. The employee's incapacitating injury, provided that:

5 a. An employee injured on the job may not simultaneously collect sick leave
6 and worker's compensation payments in a total amount greater than the net regular pay of the
7 employee;

8 b. An employee may not collect sick leave payments for physical incapacity
9 due to any injury or occupational illness which is directly traceable to employment other than with
10 the County.

11 3. Exposure to contagious diseases and resulting quarantine.

12 4. A female employee's temporary disability caused by or contributed to by
13 pregnancy and childbirth.

14 5. The employee's medical or dental appointments, provided that the employee's
15 appointing authority has approved the use of sick leave for such appointments.

16 6. Pursuant to RCW 49.12.270, accrued sick leave may be used to care for: A child
17 of the employee who has a health condition that requires treatment or supervision; a spouse, domestic
18 partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or
19 an emergency condition.

20 **Section 10.** In each case of absence due to illness or injury, it shall be the responsibility of
21 the employee to notify the employee's supervisor of the absence and the anticipated duration of the
22 absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the
23 commencement of the employee's shift shall be grounds for disciplinary action.

24 **Section 11.** Up to one eight hour day of sick leave may be used by an employee for the
25 purpose of being present at the birth of his/her child, as provided by law.

26 **Section 12.** An employee who has exhausted all of his/her sick leave may use accrued
27 vacation leave as sick leave before going on leave of absence without pay, if approved by the
28 department Director or designee.

1 **Section 13.** Department management is responsible for the proper administration of the sick
2 leave benefit.

3 **Section 14.** Separation from King County employment, except by retirement, death or reason
4 of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
5 employee. Should the employee resign in good standing and return to the County within two years,
6 accrued sick leave shall be restored.

7 **Section 15.** King County will reimburse those employees who have at least five (5) years
8 service and retire as a result of length of service or who terminate by death, thirty-five percent (35%)
9 of their unused, accumulated sick leave. All payments shall be made in cash, based on the
10 employee's base rate, and there shall be no deferred sick leave reimbursement.

11 **Section 16.** Employees injured on the job cannot simultaneously collect sick leave and
12 workers compensation payments greater than net pay of the employee. County policy may allow for
13 payments equal to net regular pay of employees qualifying under workers compensation.
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ARTICLE 7: OTHER LEAVES

Section 1. Organ Donation Leave

A. The appointing authority shall allow an employee eligible for leave benefits who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

1. Give the Chief Medical Examiner reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

2. Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

B. Time off from work for the purposes set out above in excess of five (5) working days shall be subject to existing leave policies.

Section 2. Bereavement Leave

A. Leave eligible employees shall be entitled to three (3) working days (up to 24 hours of paid time off) of bereavement leave per occurrence due to death of members of their immediate family. Part-time leave eligible employees will receive prorated leave (based upon the average number of compensated hours in the previous pay period).

B. Leave eligible employees, who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days (up to 24 hours of paid time off) for each instance when death occurs to a member of the employee's immediate family.

C. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.

D. For purposes of this section, the member of the immediate family is construed to

mean persons related by domestic partnership, blood, marriage or legal adoption as follows:
Grandmother, grandfather, mother, father, husband, wife, daughter, son, brother or sister of the
employee or any relative continually living in the employee's household. Other distant relatives who
have resided in the home for at least one year shall also be construed as being members of the
immediate family.

In administering the provisions of this Article, work days for all employees of the Medical
Examiner's Office shall be those set forth in Article 9 of this agreement. Sick leave will be
administered in accordance with Department sick leave policy.

Section 3. Shared leave

Employees may share leave with other County employees in accordance with King County
Ordinance on this subject.

A. Vacation leave Donation.

1. Any leave eligible employee may donate a portion of his or her accrued
vacation leave to another employee who receives vacation and sick leave. Such donation will occur
upon written request to and approval of the donating and receiving employees' department
director(s), except that requests for vacation donation made for the purposes of supplementing the
sick leave benefits of the receiving employee shall not be denied unless approval would result in a
departmental hardship for the receiving department.

2. The number of hours donated shall not exceed the donor's accrued vacation
credits as of the date of the request. No donation of vacation hours shall be permitted where it would
cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

3. Donated vacation leave hours must be used within ninety (90) calendar
days following the date of donation. Donated hours not used within ninety (90) days, or due to the
death of the receiving employee, shall revert to the donor. Donated vacation leave hours shall be
excluded from vacation leave payoff provisions contained in this chapter. For purposes of this
section, the first hours used by an employee shall be accrued vacation leave hours.

B. Sick leave hours.

1. Any leave eligible employee may donate a portion of his or her accrued sick

1 leave to another employee who receives vacation and sick leave, upon written notice to the donating
2 and receiving employees' department director(s).

3 2. No donation shall be permitted unless the donating employee's sick leave
4 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
5 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
6 year.

7 3. Donated sick leave hours must be used within ninety (90) calendar days.
8 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
9 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
10 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
11 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

12 C. All donations of vacation and sick leave made under this chapter are strictly
13 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
14 compensation or benefits in exchange for donating vacation or sick leave hours.

15 D. All vacation and sick leave hours donated shall be converted to a dollar value
16 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
17 divided by the receiving employee's hourly rate to determine the actual number of hours received.
18 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
19 hourly rate at the time of reversion.

20 All other leaves shall be as provided by King County code and applicable state and federal
21 law

22 **Section 4. Family Care Leave**

23 Pursuant to RCW 49.12.270, paid time off including vacation or personal holidays - at the
24 employee's discretion - may be used to care for: A child of the employee who has a health condition
25 that requires treatment or supervision; a spouse, domestic partner, parent, parent-in-law, or
26 grandparent of an employee who has a serious health condition or an emergency condition.

ARTICLE 8: WAGE RATES

Section 1. Wage Rates.

2005 - Effective January 1, 2005, wage rates shall be as reflected in Addendum "A".

The salary ranges for corresponding classifications indicated in Addendum A shall be the King County squared salary table for overtime-eligible employees. Employee's shall be step placed on the applicable pay range at the same step in the new pay range as the employee was in the previous range.

2006 - Effective January 1, 2006, the rates of pay set forth within Addendum "A" of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2004 to September 2005; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

2007 - Effective January 1, 2007, the rates of pay set forth within Addendum "A" of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2005 to September 2006; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

Section 2. Shift Premium Pay. Medical Investigators whose shift begins between 1900 hours and 0600 hours (night shift) shall receive shift premium pay equivalent to 2.5% of the employee's effective hourly rate of pay (base hourly rate) for all hours worked within the night shift.

Section 3. Educational Conferences. Employees, on their off hours, who (with the prior written approval of the Chief Medical Examiner) attend Medical Examiner educational conferences will receive pay at the applicable rate.

Section 4. Automatic Step Progression. Employees who were placed at Step 1 of the salary

1 range when hired in a bargaining unit position shall receive an increase to Step 2 upon satisfactory
2 completion of the 6 month probationary period. Employees who were placed at Step 2 or higher
3 when hired may, at the discretion of management and with department approval, receive an increase
4 to the next higher step upon satisfactory completion of the probationary period. Regular, non-
5 probationary employees who are not at the top step will receive an increase to the next higher step on
6 the salary range effective January 1st of each year, provided their performance is satisfactory.

7 **Section 5. Bi-Weekly Pay.** The parties agree to the bi-weekly pay system as adopted by the
8 King County Council.

1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1. Medical Investigator.** The work week for employees classified as Medical
3 Investigator shall consist of

4 **A. 4 On 3 Off Workweek -** There may be established a workweek comprising of four
5 (4) consecutive workdays of ten (10) consecutive hours each workday exclusive of the meal period.
6 Any established four/ten workweek shall provide for three (3) consecutive days off.

7 **B. Five (5) consecutive days of eight (8) hours each,** exclusive of lunch period,
8 followed by two (2) days off.

9 **Section 2. Autopsy Technician Hours.** The work week for autopsy technicians shall consist
10 of five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by two (2)
11 consecutive days off or a schedule which requires that employees rotate their schedules so that one
12 employee will work on Saturday.

13 **Section 3. All others.** The work week for all other employees, those not referenced in
14 Section 1 or Section 2 above, may consist of five (5) consecutive days of eight (8) hours each,
15 exclusive of lunch period, followed by two (2) consecutive days off.

16 **Section 4. Work Schedule and Starting Times.** The establishment of reasonable work
17 schedules and starting times is vested solely within the purview of division management and may be
18 changed from time to time provided a two (2) week prior notice of change is given.

19 **Section 5. Alternative Schedules.** Alternative schedules may be mutually agreed upon by
20 an employee and management consistent with the provisions of this agreement.

21 **Section 6. Public Health Emergencies.** Public Health has important roles and functions it
22 must perform during various disasters and emergencies. During those times, management retains the
23 right to alter work schedules and approved leaves without prior notice.

1 **ARTICLE 10: OVERTIME**

2 **Section 1. Five Day Schedule.** Except as otherwise provided in this Agreement, employees
3 on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of
4 eight (8) hours in one day (exclusive of lunch) or forty (40) hours in one week.

5 **Section 2. Four Days on Three Days off Schedule.** Employees on a work schedule other
6 than five days shall be paid for all hours worked in excess of the scheduled shift of at least eight
7 hours. Employee's on a 4 on 3 off schedule shall be paid at the rate of time and one-half for all hours
8 worked in excess of ten (10) hours in one day or of 40 hours in a week (exclusive of lunch period).

9 **Section 3. Overtime Calculation.** For overtime purposes, hours of work shall be computed
10 to the next highest six minute period within the hour. For example: work performed until 15 minutes
11 past the hour shall be paid for at 18/60ths times the overtime (time and one half) hourly rate, which is
12 equal to .3 times the hourly rate. Overtime pay rates shall be calculated using the regular rate of pay
13 (i.e. base hourly rates set forth in Addendum "A" plus any premiums, lead pay, specialty pay, shift
14 differentials, etc. which the employee normally receives).

15 **Section 4. Callback.** Persons called back to work will be compensated a minimum of four
16 (4) hours for each instance at the overtime rate. In those circumstances where an employee is asked
17 to report for work four (4) or fewer hours prior to the beginning of his/her regular starting time, this
18 time will not be considered a callback.

19 **Section 5. Authorization.** All overtime shall be authorized in advance by the Chief Medical
20 Examiner or his/her designee in writing, except in emergencies. Saturday and Sunday work is not
21 overtime when it is a regularly scheduled work day.

22 **Section 6. Off-duty Court Time.** Off-duty court time shall be compensated at time and one-
23 half when such court time has been approved to be necessary by the Chief Medical Examiner or
24 his/her designee. Off duty court time occurring on a regularly scheduled day off shall be
25 compensated at a minimum of two (2) hours and shall include travel time to and from the employee's
26 residence via the most direct route and any time necessary to secure evidence or other material
27 necessary for the court appearance.

28 **Section 7. Staff Meetings.** Managers may hold mandatory staff meetings and staff shall be

1 required to attend. Should required meetings be scheduled on an employee's day off, the employee
2 shall be paid at his/her straight time rate for all time spent in attendance at the meeting unless a
3 higher rate is required by the Fair Labor Standards Act, or otherwise required by law.

4 **Section 8. Compensatory Time.**

5 Overtime may be compensated by compensatory time off at the rate of one and one-half (1-
6 1/2) times the overtime hours worked, provided employee requests compensatory time accrual in
7 advance and the supervisor approves. Employees may not have a balance of more than forty (40)
8 hours of compensatory time. All compensatory time not used by the end of a calendar year will be
9 paid in cash. Exception: if use was not feasible due to work demands of the position, the employee
10 may request and the Chief Medical Examiner may approve the carryover of up to forty (40) hours of
11 accrued compensatory time. No requests for compensatory time accrual will be approved for the last
12 pay period of a calendar year (December 16 through December 31). Use of compensatory time off
13 must be approved in advance as for vacation leave.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. The County will provide a medical, dental and life insurance plan for all regular employees: such to be as determined by the Joint Labor Management Insurance Committee or its successor.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision. Nothing in this Article shall be construed to prevent an employee, a
6 union representative, or a County representative from seeking a resolution to a dispute or a grievance
7 without recourse to the grievance procedure, provided that such resolution must be consistent with
8 this Agreement.

9 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
10 or reprisal in seeking adjudication of their grievance.

11 **Section 1. Definition.**

12 **Grievance** - An issue raised by an employee relating to the interpretation of his/her
13 rights, benefits or conditions of employment as contained in this Agreement.

14 A grievance concerning the discipline or discharge of a career service non-probationary
15 employee may be presented through this grievance procedure; provided, however, an employee
16 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either
17 the contract grievance procedure contained herein (with the Union processing the grievance) or
18 pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as
19 the County Personnel Board. Under no circumstances may an employee use both the contract
20 grievance procedure and a personnel system appeal, including the Personnel Board, relative to the
21 same disciplinary action.

22 Probationary, term-limited, part-time and temporary employees shall not have the right to
23 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
24 provided in Section 12.2.

25 **Section 2. Procedure.**

26 **Step 1. Chief Medical Examiner or Designee:** A grievance shall be presented in
27 writing by the aggrieved employee, and his/her representative, if the employee wishes, within ten
28 working days of the occurrence of such grievance, to the Chief Medical Examiner or designee. The

1 grievance must state the occurrence giving rise to the grievance, the date of occurrence, the specific
2 Article and Section(s) of the Agreement the employee considers to be violated or misapplied, and the
3 remedy requested. The Chief Medical Examiner or designee shall gain all relevant facts and shall
4 attempt to adjust the matter and respond in writing within ten working days. If a grievance is not
5 pursued to the next higher level within ten working days after the Chief Medical Examiner's
6 response, it shall be presumed resolved. A copy of the initial grievance statement, the response, and
7 a statement explaining what aspects of the grievance were not satisfactorily resolved will be
8 forwarded by the Chief Medical Examiner to the King County Labor Relations Manager/Designee as
9 well as the Department Labor Relations Manager

10 **Step 2. Division Manager or Designee:** If the grievance has not been satisfactorily
11 resolved by the response from the Chief Medical Examiner or designee, a copy of the initial
12 grievance statement, the response, and a statement explaining what aspects of the grievance were not
13 satisfactorily resolved will be presented to the Division Manager or his/her designee within ten
14 working days of the Step 1 response. The Division Manager or his/her designee shall make his/her
15 written decision available to the aggrieved employee within ten working days with a copy to the
16 Department Labor Relations Supervisor and the King County Labor Relations Manager/designee. If
17 the grievance is not pursued to the next step within ten working days, it shall be considered resolved.

18 **Step 3. Department Director:** If the response at Step 2 does not satisfactorily
19 resolve the grievance, the employee and the Union representative shall then present the grievance to
20 the Department Director. The Step 3 grievance shall include a copy of the initial grievance
21 statement, previous responses to the grievance, and a statement explaining which aspects of the
22 grievance are not satisfactorily resolved. The Department Director or designee, after investigation,
23 will respond in writing within ten working days, with a copy to the Department Labor Relations
24 Supervisor and the King County Labor Relations Manager/designee. If the grievance is not pursued
25 to the next step within ten working days, it shall be considered resolved.

26 **Step 4.** If the response at Step 3 does not satisfactorily resolve the grievance, the
27 Union representative shall then present the grievance to the Labor Relations Manager/Designee,
28 Department of Executive Services. The Labor Relations Manager or designee, after investigation,

will respond in writing within ten working days to the Union representative and the Department Labor Relations Supervisor.

Step 5. Should the grievance not be resolved at Step 4 the Union may, within thirty (30) days of the response at Step 4, request arbitration and must specify the exact question which it wishes arbitrated. The Union and the Director of the Department of Executive Services, Human Resources Division shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Regardless of the outcome of the arbitration, each party shall be responsible for the cost of its own legal representation, other representatives, and witnesses.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in R.C.W. 41.56.

Section 2.1 Filing and deadlines. A grievance may be initiated at any step up to Step 4 by mutual consent of the parties. Any deadlines specified in this Article may be extended by mutual agreement. If at any step the County representative fails to respond within the time required, the employee and/or the Union shall be entitled to submit the grievance to the next step of the procedure.

Section 2.2 Grievances of Disciplinary Action. Grievances over suspension, demotion, or dismissal for cause shall be filed at Step 3 within ten working days of the written notification to the

1 employee.

2 **Section 2.3 Meetings.** At any step of this procedure, if requested by the employee and/or the
3 Union representative, the County representative will conduct a meeting to discuss the grievance. If
4 there is a meeting, the written response will be due ten working days after the date of the meeting.

5 **Section 2.4 Mediation.** At any step in the procedure, the parties may agree to select a
6 neutral third party to serve as mediator. If mediation is attempted after Step 4 and is not successful,
7 arbitration may be requested as provided above, within thirty days after the mediator or one of the
8 parties declares impasse. Nothing said or done by the parties or the mediator during the grievance
9 mediations session(s) shall be admissible during the arbitration proceedings.

10 **Section 2.5 Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
11 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
12 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
13 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
14 relief for the alleged Unfair Labor Practice.

ARTICLE 13: BULLETIN BOARDS

The County agrees to permit the Union to post on a designated County bulletin board (within the Medical Examiner office) the announcement of meetings, election of officers, and any other Union material, providing there is sufficient space, beyond what is required by the County for “normal” business operations, and prior approval is received from the Chief Medical Examiner or his/her designee.

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, creed religion, national origin, age or sex, sexual orientation, marital status, or mental, sensory or physical handicap or disability, except as otherwise provided by law.

Employees are encouraged to discuss issues of concern related to this Article with their manager and or the Department Personnel Office. Complaints or charges of unlawful discrimination under this Article shall be pursued through appropriate equal employment opportunity agencies of the County (Office of Civil Rights Enforcement), City, State, or Federal government, rather than through the grievance procedures in this Agreement.

1 **ARTICLE 15: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bonafide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employees in any bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred.

10 **Section 2.** Upon notification in writing by the County to the Union that any of its members
11 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
12 immediately cease engaging in such work stoppage and provide the County with a copy of such
13 order. In addition, if requested by the County, a responsible official of the Union shall order such
14 Union members to cease engaging in such a work stoppage.

15 **Section 3.** Any employee participating in such work stoppage or in other ways committing an
16 act prohibited in this article shall be considered absent without leave and shall be considered to have
17 resigned.

1 **ARTICLE 17: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. For the duration of this Agreement, the County and the Union each agree to waive the
6 right to oblige the other party to bargain with respect to any subject or matter not specifically referred
7 to or covered in this Agreement.

8 All letters, agreements and understandings in effect prior to the effective date of this contract
9 are deemed null and void with the effective date of this contract.

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS

Section 1. Employees laid off as a result of reduction of work and/or a shortage of funds shall normally be laid off according to their seniority within classification series (as determined by the Union), with the least senior employee being laid off first. When in the judgment of the Division Manager the application of seniority does not provide for continued efficient operation of the Division during the event of large scale reductions in force, then ability and skill may be the determining factor in layoff and bumping decisions arising under this Article.

Section 2. Employees whose positions are eliminated shall have 30 calendar days following the notice under Section 4 below to exercise one of the following options:

- 1.) Accept elimination
- 2.) Accept vacant bargaining unit position, if qualified
- 3.) Displace the least senior career service bargaining unit employee in the affected classification or displace the least senior career service bargaining unit employee in another classification within the affected classification series.

Section 3. Employees laid off shall be recalled in the inverse order of layoff; namely, those laid off last will be recalled first.

Section 4. The County agrees to notify the Union and affected career service bargaining unit employee at least 30 calendar days in advance, in writing, of any anticipated reduction in force. Such notice shall include the name and classification of all such employees whose positions are to be eliminated. In the event of large scale reductions in force mentioned in Section 1 above, upon request, the County agrees to meet with the Union within the 30 days prescribed above to review the circumstances of the proposed reductions.

1 **ARTICLE 19: MISCELLANEOUS**

2 **Section 1. Union Leave.** An employee elected or appointed to office in the Union which
3 requires a part or all of his/her time may, at the discretion of the Chief Medical Examiner, be given
4 leave of absence up to one (1) year without pay upon application.

5 **Section 2. Vehicle Use Reimbursement.** All employees who have been authorized to use
6 their own transportation on County business shall be reimbursed at the rate established by the County
7 Council by ordinance.

8 **Section 3. Dress Code.** All Employees shall be provided a standard uniform which shall be
9 worn during all hours of work, unless an exception is approved in writing by the Chief Medical
10 Examiner or his/her designee. Each employee will initially be issued a uniform. The County will
11 purchase and replace these items. Clothing provided by the County will be cleaned and laundered by
12 the County. Health and safety are important reasons for this uniform policy. The County will
13 provide appropriate footwear. Specialists will receive protective clothing as determined by
14 management. Autopsy Assistants shall be provided with uniforms and with replacement shoes as
15 needed.

16 **Section 4. Employee List for Union.** An employee's union representative as referred to in
17 this Contract, shall mean a local officer, shop steward, or staff representative. The Chief Medical
18 Examiner shall be furnished with a list of all employees in those positions; such list shall be updated
19 as changes occur.

20 **Section 5. Transit Pass.** All regular employees covered by this Agreement will receive a
21 transit Pass as provided in County ordinance.

22 **Section 6. Identification and badges.** Employees will display only County issued
23 identification.

24 **Section 7. Tools and Equipment.** All tools and equipment will be provided by the County.
25 Only County provided tools and equipment will be used.

26 **Section 8. Weapons.** The use, threatened use, or possession of a weapon concealed, licensed
27 or otherwise, by an employee while in the performance of his/her official duties or while on County
28 property is strictly prohibited and may result in termination. This section shall not apply to the

1 handling of a weapon found on the scene of an official investigation and while in the performance of
2 official duties.

3 **Section 9. Training.** The Medical Examiner's Office will provide training opportunities to
4 employees within budgeted appropriations. The objective is to encourage and motivate employees to
5 improve their personal capabilities in performance of their assigned duties. The Medical Examiner's
6 Office will not reimburse employees for unauthorized training. Training to be paid for by the
7 Medical Examiner's Office must be approved in writing by the Chief Medical Examiner or his
8 designee.

9 **Section 10. Professional Licenses or Certifications.** All employees covered by this
10 contract at the time of ratification and who become registered by the American Board of
11 Mediocolegal Death Investigators (ABMDI) within the life of this agreement, will be awarded a one-
12 time \$200 bonus. In addition, upon passing the examination, the employee will be reimbursed for the
13 application fee, examination fee and reasonable travel expenses to the nearest examination location in
14 a calendar year. All employees who become Board Certified by the ABMDI will be reimbursed for
15 one application and one examination fee upon passing the examination. For all employees registered
16 or certified by ABMDI, the County will bear the annual maintenance cost of their ABMDI
17 registration/certification.

1 **ARTICLE 20: LABOR MANAGEMENT COMMITTEE**

2 A labor-management committee (LMC) will be created to keep lines of communication open
3 and resolve issues at their earliest stages. Issues such as grievances, unfair labor practices and
4 litigation will be excluded from consideration by the LMC. In the event that an issue rises to the
5 level of a negotiation, it will be referred by mutual agreement to a negotiation process. No binding
6 agreements, including but not limited to memorandums of understanding, side letters, etc., involving
7 the day-to-day administration of collective bargaining agreements or bargaining relationships will be
8 entered into with the bargaining representatives of employees of King County without the
9 authorization of the King County Labor Relations Manager or his/her designee.

1 **ARTICLE 21: DURATION**

2 This Agreement shall become effective when ratified by the parties unless a different
3 effective date is specified, and covers the period of January 1, 2005 through December 31, 2007.
4 Written notice must be served by either party upon the other party of its intent to terminate or modify
5 this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31,
6 2007.

7
8
9 **APPROVED** this _____ day of _____, 2005

10
11
12
13 By _____

14 King County Executive

15
16
17
18
19 _____
20 WASHINGTON STATE COUNCIL OF
21 COUNTY AND CITY EMPLOYEES, AFL-CIO

22
23
24
25 _____
26 PRESIDENT OF LOCAL 1652
27
28

ADDENDUM A

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification	Pay Range* (Squared Table)
4201100	8386	421209	Administrative Specialist I	33
4201200	8387	421313	Administrative Specialist II	37
4201300	8388	421406	Administrative Specialist III	41
4201400	8389	421505	Administrative Specialist IV	46
4101100	8378	411105	Fiscal Specialist I	34
4101200	8379	411205	Fiscal Specialist II	38
4101300	8380	411305	Fiscal Specialist III	42
3430100	8366	345101	Forensic Autopsy Technician	51
3430200	8033	345401	Forensic Autopsy Technician-Lead	53
3431100	8367	345201	Medicolegal Death Investigator I	54
3431200	8032	345701	Medicolegal Death Investigator II	55
3431300	8031	345801	Medicolegal Death Investigator-Lead	56
*For rates, please refer to the King County Squared Table				